

REQUEST FOR PROPOSALS

No. 09-7121/7154-02

Archeological and/or Architectural History Services



Iowa Department of Natural Resources State Revolving Fund Program

Published: November 24, 2008

Amended December 19, 2008

Responses Due: No later than January 20, 2009



Issuing Officer:
Patricia Cale-Finnegan
State Revolving Fund Coordinator
Iowa Department of Natural Resources
401 SW 7th Street, Suite M
Des Moines, IA 50309
E-Mail: patti.cale-finnegan@dnr.iowa.gov
Fax: 515-725-0348

TABLE OF RFP CONTENTS

Section 1 Synopsis and Definitions	1
Section 2 What Services Does the DNR SRF Need?	3
Section 3 How Do I Bid?	6
Section 4 How Will My Bid Be Evaluated?	10
Section 5 What Additional Terms and Conditions Can I Expect in the Contract?.....	11
Section 6 If My Firm is Awarded the Master Contract, What Process Can I Expect?.....	13
Section 7 Administrative Information	14
Appendix A—Huxley Water Tower Information	
Appendix B—Proposed Form of Contract	
Appendix C—Example Contract Addendum	

Section 1 Synopsis and Definitions

1.1 Synopsis of this RFP

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms to provide archeological and/or architectural history services relating to State Revolving Fund (SRF)-financed water supply and wastewater construction projects. The Iowa Department of Natural Resources (DNR) intends to execute a Master Contract with several service providers on a retainer basis. Specific projects will be awarded as Addendums to these Master Contracts.

1.2 Definition of Technical Terms

Area of Potential Effect (APE) means the geographic area(s) that are potentially impacted by the project potentially causing changes in the National Register eligibility of any Historic Properties present. This includes indirect effects as well as direct effects from construction.

Contract Addendum means the document outlining the specific work to be assigned and completed by a selected contractor.

Contract means all parts of a Contract resulting from this RFP including, without limitation and by way of example, the first portion of the Contract and the exhibits, attachments, and addenda to the Contract.

Historic Context means a unit created for planning purposes that groups information about Historic Properties based on a shared theme, specific time period and geographical area.

Historic Property means a district, site, building, structure or object significant in American history, architecture, engineering, archeology or culture at the national, state, or local level.

Phase I Survey means a systematic, detailed examination of an area designed to gather information about Historic Properties sufficient to evaluate them against predetermined criteria of significance within specific Historic Contexts.

Phase IA Survey means an examination of all or part of an area accomplished in sufficient detail to make generalizations about the types and distributions of Historic Properties that may be present.

Primary Investigator means a representative or employee of the vendor with sufficient experience and education to meet the Secretary of the Interior's Professional Qualifications Standards for Archeology and/or Architectural History. The Primary Investigator is the individual bearing primary responsibility for all essential aspects of the work being carried out, including technical aspects and completion of survey work.

Reconnaissance Survey means a systematic examination of the APE, including both field work and background research, for the purposes of identifying previously unrecorded properties that may be eligible for listing in the National Register of Historic Places (Register), updating the

existing Iowa Site Inventory files on properties within the APE as necessary, identifying which properties within the APE should be additionally evaluated, estimating the anticipated degree and type of impact of the proposed project upon Register listed, eligible and potentially-eligible properties within the APE, and recommending possible mitigation measures to reduce or negate any projected adverse effects of the proposed project upon those properties. Iowa Site Inventory forms will be filled out by the Principal Investigator as appropriate and included as part of the final report.

RFP means all parts of this RFP including, without limitation and by way of example, the first portion of the RFP and the attachments to the RFP.

Viewshed means the geographical area in which a proposed project would be visible from ground level.

Section 2 What Services Does the DNR SRF Need?

Section 2.1 Summary of Need

2.1.1 Current Need

Archeological investigations contemplated by this RFP include Phase IA Surveys and Phase I Surveys. Architectural history investigations contemplated by this RFP include Reconnaissance Surveys. Firms that are able to provide only one type of service, i.e., only archeological services *or* architectural history services, may submit a bid proposal, though firms that offer both types of services will receive five additional points during selection (see also Section 4.3). Vendors submitting bid proposals in response to this RFP must indicate for which service(s) they wish to provide.

2.1.2 Previous Program Experience

Projects in recent experience have varied in size from less than an acre to more than 30 acres with an average of approximately 10 acres in area. Most projects require archeological investigations only; however a few projects, approximately two annually, require architectural history services only or a combination of both services. Most archeological projects are on agricultural land; most architectural history projects are in urban areas. Based on the past 32 months, we contract for approximately 20 projects per year. This demand is expected to remain steady for the foreseeable future.

2.2 General Scope of Work

The purposes of these investigations are to:

- Locate, identify, inventory and evaluate properties within designated areas of effect that are eligible for listing on the National Register of Historic Places;
- Provide the DNR with pertinent information to be used for environmental review and planning purposes in advance of actual construction or development; and
- Provide the DNR with sufficient information to enable the DNR to make a determination of effect of the proposed project on any historical properties found.

Contractor(s) shall maintain contact with the authorized DNR official to ensure that the investigation(s) are completed in a timely manner for use in environmental assessments. Contractor(s) shall be liable for work products, reports and other activities. Contractor(s) shall employ personnel necessary for these studies, and shall provide all services, facilities, equipment, supplies and materials required. The DNR will inform contractor(s) of the location and nature of the proposed construction activity, the type of investigation needed, and shall furnish, when available, plans, sketches, maps, aerial photographs and other documents which describe the site for each construction project. The authorized DNR official will be responsible for scheduling all projects.

2.3 Investigations

Each survey requires a Principal Investigator; the Principal Investigator(s) must meet the Secretary of the Interior's Professional Qualifications Standards for Archeology and/or Architectural History as appropriate for the work.

2.3.1 Archeological Investigations

The contractor(s) shall conduct a Phase IA Survey or Phase I Survey, whichever is requested by the DNR. The contractor(s) selected will be responsible to locate archaeological sites and describe their limits as accurately as possible using minimally invasive methods and techniques. These investigations shall conform to the guidelines detailed in the most recent issue of *Guidelines for Archaeological Investigations in Iowa*, a publication compiled by the Iowa State Historical Preservation Office and incorporated by reference in this RFP. Any Contract resulting from this RFP will also incorporate by reference this publication.

Contractor's full access to the online database, I-Sites Pro, which is available through the Iowa Office of State Archeology, is a requirement for this RFP. It is expected that contractors use this resource, among others, to gather information about the project area prior to field investigation.

Permission from the land owner for the contractor to complete needed work will be obtained by the DNR prior to the contractor entering the property.

2.3.2 Architectural History Investigations

The contractor(s) shall conduct a Reconnaissance Survey. Contractor(s) will identify and photograph all man-made structures located on the project property and complete an "Iowa Site Inventory Form" on each standing structure 50 years old or older on the project property and/or within the Viewshed. The contractor(s) shall assume a Viewshed area of one half-mile radius from the boundaries of the project, unless otherwise specified by the authorized DNR official. If, during investigation, the contractor(s) determines, using his/her professional judgment, that a reduced Viewshed area is appropriate given topography, density of structures, or other landscape features, the contractor will notify the authorized DNR official of the proposed Viewshed reduction. If the authorized DNR official approves, the contractor(s) will utilize the reduced Viewshed explaining the rationale for the reduction in the final report.

These investigations will comply with the guidelines detailed in the, Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, which is incorporated by reference in this RFP as well as any Contract resulting from this RFP.

2.4 Reports

A final report compiled pursuant to the execution of a Contract Addendum shall be submitted not later than sixty days (60 days) after receiving written notification to proceed unless a longer time frame is negotiated between the authorized DNR official and the contractor. *It is understood that winter related delays, such as frozen earth or snow cover, may delay the completion of archeological field work and, consequently, the delivery of the final archeological report.* The contractor(s) shall submit three (3) copies of the final report to the DNR. This final report shall conform to the following:

2.4.1 Archeological Investigations

In cases in which no archeological sites are found for a Phase I investigation, the use of a “short form” report is acceptable. Otherwise, a technical report conforming to the *Guidelines for Archaeological Investigations in Iowa* shall be submitted for the results of the Phase IA Survey or Phase I Survey. This report must be a comprehensive technical report based upon the results of the work described above. Data description, including provenience in metrics, will be provided for use in support of both interpretations and conclusions. Professional quality line drawings of survey areas, site maps, features, profiles, and other figures are required to be included in the final report. DNR may include said reports in the official records of public hearings and other DNR documents, with the exclusions noted in the Code of Iowa Chapter 22, Section 7, Paragraph 20 regarding the nature and location of archeological resources.

For Phase I Surveys, recommendations must be included in the final report regarding the eligibility to be placed on the National Register of Historic Places (National Register) of each Historic Property located within the survey; recommendations will state whether any Historic Property found

- (a) is eligible for the National Register;
- (b) is not eligible for the National Register; or
- (c) needs additional testing before eligibility can be determined.

For Phase IA Surveys, recommendations must be included in the final report regarding location(s) of specific areas where additional study would be advisable and a statement estimating the numbers and types of historic properties in the APE.

2.4.2 Architectural History Investigations

A technical report conforming to the guidelines detailed in the, *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, shall be submitted for the results of the Reconnaissance Survey. A description of the typical Historical Context of the Viewshed shall be included in the report. Recommendations must be included in the final report regarding the eligibility to be placed on the National Register of each Historic Property located within the survey. Recommendations will state whether each Historic Property found

- (a) is eligible for the National Register;
- (b) is not eligible for the National Register; or
- (c) needs additional testing before eligibility can be determined.

Section 3 How Do I Bid?

3.1 Instructions

The bid proposal shall be typewritten on 8.5" x 11" paper (one side only). The bid proposal shall be divided into two parts: the Technical Proposal and the Cost Proposal. One original and five copies of the bid proposal shall be submitted to the Issuing Officer.

3.2 Technical Proposal

The following documents and responses shall be included in the bid proposal in the order given below:

3.2.1 Transmittal Letter.

An individual authorized to legally bind the vendor shall sign the transmittal letter. The letter shall include the vendor's mailing address, electronic mail address, fax number, and telephone number.

3.2.2 Service Requirements.

The vendor shall address each service requirement in Section 2 of this RFP and explain how it plans to approach each requirement. Proposals must be fully responsive to service requirements. Merely repeating the requirements will be considered non-responsive and may disqualify the vendor. Proposals must identify any deviations from the requirements of this RFP or requirements the vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the vendor cannot satisfy may disqualify the vendor. Vendors are encouraged to include examples of investigation reports; only one example report per investigation type, archeological or architectural history, will be reviewed.

3.2.3 Background Information.

The vendor shall provide the following general background information:

- Name, address, telephone number, fax number and e-mail address of the vendor including all d/b/a's or assumed names or other operating names of the vendor.
- Form of business entity, (e.g., corporation, partnership, proprietorship, limited liability company)
- State of incorporation, state of formation, or state of organization.
- Location(s) and telephone numbers of the major offices and other facilities that relate to the vendor's performance under the terms of this RFP.
- Local Des Moines office address and phone number (if any).
- Number of employees.
- Type of business.

- Name, address and telephone number of the vendor's representative to contact regarding all contractual and technical matters concerning this proposal.
- Name, address and telephone number of the vendor's representative to contact regarding scheduling and other arrangements.
- Name and qualifications of any subcontractors who will be involved with this project.
- Vendor's accounting firm. If the vendor conducts its own accounting, please indicate so.
- The successful vendor shall be required to register to do business in Iowa. If already registered, provide the date of the vendor's registration to do business in Iowa and the name of the vendor's registered agent. If not already registered to do business in Iowa, the vendor can register by completing the application form specific to the vendor business organization (e.g. foreign profit) and submitting it to the Iowa Secretary of State Business Services Office. Forms are available on the Secretary of State's web-site: <http://www.sos.state.ia.us/business/form.html>. A fee may be associated with this registration process.

3.2.4 Experience.

The vendor must provide the following information regarding its experience:

- Number of years in business.
- Number of years experience with providing the types of services sought by the RFP.
- Describe the level of technical experience in providing the types of services sought by the RFP.
- List all services similar to those sought by this RFP that the vendor has provided to other businesses or governmental entities.
- Letters of reference from three (3) previous clients knowledgeable of the vendor's performance in providing services similar to the services described in this RFP and a contact person and telephone number for each reference.

3.2.5 Personnel.

The vendor must provide resumes for all key personnel, including the project manager, Principal Investigator, and other employees, who will be involved in providing the services contemplated by this RFP. The following information must be included in the resumes:

- Full name.
- Education.
- Years of experience and employment history particularly as it relates to the scope of services specified herein.

- A statement of qualifications pertaining to the *Secretary of the Interior's Professional Qualifications Standards for Archeology and/or Architectural History*. Additional specialization qualification, such as those for prehistoric archeology or historic archeology, should be noted. The Principal Investigator(s) must meet the *Secretary of the Interior's Professional Qualifications Standards for Archeology and/or Architectural History* as appropriate for the work included in the bid.

3.2.6 Contractor Certifications.

By signature of this contract, the contractor:

- Certifies that the contents of the bid proposal are true and accurate.
- Certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.
- Certifies that it shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.
- Certifies that it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.
- Authorizes the release of information to the DNR.
- Certifies that it developed the bid proposal independently. The vendor shall also certify that no relationship exists or will exist during the Contract period between the vendor and the DNR that interferes with fair competition or is a conflict of interest. The DNR reserves the right to reject a bid proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the DNR.

3.2.7 Acceptance of Terms and Conditions.

The vendor shall specifically agree that the bid proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the vendor objects to any term or condition, the vendor must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the vendor.

3.2.8 Firm Bid Proposal Terms.

The vendor shall guarantee in writing the availability of the services offered and that all bid proposal terms, including price, will remain firm a minimum of 30 days following the deadline for submitting proposals.

3.3 Cost Proposal.

To better compare rates proposed by bidders, we have created a project example. This project, “Huxley Water Tower,” is a fictitious one which requires both an archeological Phase I and an architectural Reconnaissance Survey. If your firm provides only one of these services, please complete this cost proposal for the service you offer. If your firm provides both services, please complete two cost proposals, one for each service.

The location and project information is attached as Appendix A. Cost proposals for this work shall be submitted with line item costs for mileage, lodging, meals, supplies and equipment, and labor. The labor costs shall be divided into the cost for a Primary Investigator and an “employee.” An “employee” is a qualified individual hired by the Principal Investigator to perform services as directed. Hourly rates for both labor divisions must be included. It is realized that firms having to travel farther for this project may have higher mileage, lodging, and meals costs. Notwithstanding anything to the contrary in this RFP, the hourly rates shall be valid for a period of two years.

Example:

	Units	Cost per Unit	Cost
Primary Investigator	20 hours	\$30	\$600.00
Employee	25 hours	\$25	\$625.00
Mileage	250 miles	\$0.24	\$60.00
Lodging	1 night	\$100	\$100.00
Meals	4 meals	\$8	\$32.00
Supplies and Equipment	Lump Sum	\$150	\$150.00
Total			\$1567.00

*Please note, this chart is for example formatting purposes only. The amounts contained herein do not represent expected costs.

3.4 Bid Due Date

Bids for this RFP must be received by the Issuing Officer no later than 4:00PM on **January 20, 2009**.

Section 4 How Will My Bid Be Evaluated?

4.1 Introduction

This section describes the evaluation process that will be used to determine which bid proposal(s) provide the greatest benefits to the DNR. The evaluation process is designed to award Contract(s) not necessarily to the vendor(s) of least cost, but rather to the vendor(s) with the best combination of attributes to perform the required services. The process described below pertains to the retainer contracts sought under this RFP. A separate set of evaluation criteria, described in Section 6, will apply to the selection of contractors for specific work assignments.

4.2 Selection Committee

The DNR intends to conduct a comprehensive, fair and impartial evaluation of bid proposals received in response to this RFP. The DNR will use a Selection Committee to review and evaluate the proposals.

4.3 Selection Criteria

The Selection Committee will evaluate all proposals and make one or more awards made using the following criteria:

Criterion	Points
Experience in completing Phase IA and Phase I archeological and/or architectural history investigations in Iowa.	30
Qualifications of firm, including Principal Investigator and other employees.	25
Ability to complete assignments and submit reports on time.	20
Cost proposal.	20
Ability to complete both archeological and architectural history investigations.	5
TOTAL	100

4.4 Recommendation of the Selection Committee

The final ranking and recommendation(s) of the Selection Committee shall be presented to the DNR Water Quality Bureau Chief and the Iowa Environmental Protection Commission for consideration. This recommendation may include, but is not limited to, the name of one or more vendors recommended for selection or a recommendation that no vendor be selected.

Section 5 What Additional Terms and Conditions Can I Expect in the Contract?

5.1 Contract Terms and Conditions

The Contract(s) that the DNR expects to award as a result of this RFP will be based upon the bid proposal(s) submitted by the successful vendor(s) and this solicitation. The Contract(s) between the DNR and the successful vendor(s) shall be a combination of the specifications, terms and conditions of the RFP, the offer(s) of the vendor(s) contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the DNR. The proposed Form of Contract is attached as Appendix B.

5.2 Term of Contract

The initial term of Contract will be two years with up to two possible two-year extensions at the sole discretion of the DNR.

5.3 Insurance Requirements.

The contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the contractor's expense, insurance covering its work during the entire term of the Contract and any extensions or renewals. The contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the contractor's performance of the Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the DNR shall be named as additional insureds or loss payees, or the contractor shall obtain an endorsement to the same effect, as applicable.

5.3.1 Types and Amounts of Insurance Required.

Unless otherwise requested by the DNR in writing, the contractor shall cause to be issued the insurance coverages set forth on the next page:

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$500,000
	Product Completed Operations Aggregate	\$500,000
	Personal Injury	\$500,000
	Each Occurrence	\$500,000
Workers Compensation and Employer	As required by Iowa	As required by

TYPE OF INSURANCE	LIMIT	AMOUNT
Liability	law	Iowa law
Professional Liability	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Property Damage	Each Occurrence	\$250,000
	Aggregate	\$250,000

5.3.2 Certificates of Coverage.

All insurance policies required by the Contract shall remain in full force and effect during the entire term of the Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the DNR. The contractor shall submit certificates of insurance, which indicate coverage and notice provisions as required by the Contract, to the DNR upon execution of the Contract. The certificates shall be subject to approval by the DNR. The insurer shall state in the certificate that no cancellation of the insurance shall be made without at least thirty (30) days' prior written notice to the DNR. Approval of the insurance certificates by the DNR shall not relieve the contractor of any obligation under the Contract.

5.4 Designation of Authorized DNR Officials

Jean Krewson, Patti Cale-Finnegan, Jennifer Bunton, and Gabe Lee will be designated as the authorized DNR officials. The authorized DNR officials are responsible for scheduling investigations, providing written notice to proceed and for negotiating any changes in the terms, conditions or amounts specified in the Contract(s). Any authorized DNR official may delegate all or part of their responsibilities to another DNR employee.

Section 6 If My Firm is Awarded the Master Contract, What Process Can I Expect?

If the authorized DNR official deems that an archeological or architectural history investigation is needed, he or she will provide by e-mail the specific scope of work, along with a desired timeframe for completion, to all contractors retained under this RFP qualified to perform the specific scope of work. If time is a significant factor this will be indicated in the e-mail. Maps, legal description, and sketches of the project will also be included. An example of the Contract Addendum is attached as Appendix C. Issuance of a solicitation of bid proposals for a specific work effort from contractors retained under this RFP in no way constitutes a commitment by the DNR to award a Contract Addendum for the work.

Within ten (10) calendar days of receiving notification of the needed investigation, the contractor(s) shall provide the authorized DNR official with a proposal that includes the specific personnel to be assigned, a proposed completion date, and a cost estimate. Caveat pricing is allowed at this stage. For example, a contractor may bid \$3,500 if no sites are found, with a caveat that the bid will be \$4,000 if one or more sites are found. Caveats for deep testing are also allowable at this stage.

The authorized DNR official then will review the bids using the following criteria: past performance; availability; project cost; any specialized experience pertinent to the specific project; and quality of previous work provided to the DNR. If an acceptable bid is found, the DNR official will award a Contract Addendum. The authorized DNR official will notify all contractors retained under this RFP of the Intent to Award by e-mail. At this point the authorized DNR official will also send an e-mail to the winning contractor and the project engineering firm to provide both with the others' contact information. This allows for greater coordination and communication among the involved parties.

After award, the winning contractor shall submit three original, signed copies of the Contract Addendum for DNR execution. Once the Contract Addendum is executed, an original copy will be provided to the contractor. The contractor chosen for the work will then proceed with the investigation. Once the contractor completes the necessary work and finalizes the report, they shall provide the authorized DNR official with three copies of the report along with an invoice for the work.

The DNR will submit the report to the State Historic Preservation Office (SHPO). As soon as SHPO has indicated that they are satisfied with the completeness of the report (i.e. that nothing is substantially missing), the DNR will authorize payment to the contractor. The authorized DNR official will also send a final letter to the contractor indicating the DNR's evaluation of their performance for that particular Contract Addendum. This letter will also officially "close-out" the Contract Addendum.

Section 7 Administrative Information

7.1 Issuing Officer

Patricia Cale-Finnegan, State Revolving Fund Coordinator
Iowa Department of Natural Resources
Water Quality Bureau
401 SW 7th Street, Suite M
Des Moines, IA 50309
E-Mail: patti.cale-finnegan@dnr.iowa.gov
Fax: 515-725-0348

7.2 Restriction on Communication

From the issue date of this RFP until announcement of the successful vendor, vendors may contact only the Issuing Officer. The Issuing Officer will respond only to questions regarding the procurement process. Vendors may be disqualified if they contact any DNR employee other than the issuing officer.

7.3 Procurement Timetable

Task	Date
Post RFP on TSB Web Site and Mail to Prospective Bidders	November 20, 2008
Post RFP on DNR Web Site	November 24, 2008
Questions Due	December 15, 2008
Response to Questions Issued	December 22, 2008
Closing Date for Receipt of Bid Proposal and Amendments to Bid Proposals	January 20, 2009
Issue Notice of Intent to Award Contract(s)	February 1, 2009*
Completion of Contract Negotiations	February 15, 2009*
Approval of Contracts by the Environmental Protection Commission	March 17, 2009*
Execution of the Contracts	March 18, 2009*

* Tentative Dates

7.4 Questions, Requests for Clarification, and Suggested Changes

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. Vendors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before 4:00 p.m., Central Time, on December 15, 2008. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced.

Written responses to questions, requests for clarifications, or suggestions will be posted on the DNR's website. The DNR's written responses will be considered part of the RFP. If the DNR decides to adopt a suggestion, the DNR will issue an amendment to the RFP. The DNR assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP.

7.5 Amendment to the RFP and Bid Proposal and Withdrawal of Bid Proposal

The DNR reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, the DNR may, in its sole discretion, allow vendors to amend their bid proposals in response to the DNR's amendment if necessary.

The vendor may amend its bid proposal. The amendment must be in writing, signed by the vendor and received by time set for the receipt of proposals. Electronic mail and faxed amendments will not be accepted. Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the Issuing Officer in writing if they wish to withdraw their proposals.

7.6 Submission of Bid Proposals

The DNR must receive the bid proposal at 401 SW 7th Street, Suite M, Des Moines, IA 50309 before 4:00 p.m. Central Time, **January 20, 2009**. This is a mandatory requirement and will not be waived by the DNR. Any bid proposal received after this deadline will be rejected and returned unopened to the vendor. Vendors mailing bid proposals must allow ample mail delivery time to ensure timely receipt of their bid proposals. It is the vendor's responsibility to ensure that the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal. Electronic mail and faxed bid proposals will not be accepted.

Vendors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the vendor shall not be considered part of the vendor's proposal.

7.7 Bid Proposal Confidentiality

The bid proposals will remain confidential until the Evaluation Committee has reviewed all of the bid proposals submitted in response to this RFP and the DNR has announced a notice of intent to award a Contract. See Iowa Code Section 72.3.

7.8 Costs of Preparing the Bid Proposal

The costs of preparation and delivery of the bid proposal are solely the responsibility of the vendor.

7.9 Rejection of Bid Proposals

The DNR reserves the right to reject any or all bid proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written Contract. Issuance of this RFP in no way constitutes a commitment by the DNR to award a Contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive bid proposal. This RFP process is for the DNR's benefit and is intended to provide the DNR with competitive information to assist in the selection of a vendor to provide services. It is not intended to be comprehensive and each vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

7.10 Disqualification

The DNR may reject outright and may not evaluate proposals for any one of the following reasons:

- a. The vendor fails to deliver the bid proposal by the due date and time.
- b. The vendor fails to deliver the cost proposal in a separate envelope.
- c. The vendor states that a service requirement cannot be met.
- d. The vendor's response materially changes a service requirement.
- e. The vendor's response limits the rights of the DNR.
- f. The vendor fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- g. The vendor fails to respond to the DNR's request for information, documents, or references.
- h. The vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 3 of this RFP.
- i. The vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- j. The vendor initiates unauthorized contact regarding the RFP with state employees.
- k. The vendor provides misleading or inaccurate responses.

7.11 Nonmaterial and Material Variances

The DNR reserves the right to waive or permit cure of nonmaterial variances in the bid proposal if, in the judgment of the DNR, it is in the DNR's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services.

In the event the DNR waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the vendor from full compliance with RFP specifications or other Contract requirements if the vendor is awarded the Contract. The determination of materiality is in the sole discretion of the DNR.

7.12 Reference Checks and Information from Other Sources

The DNR reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal. The DNR reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts.

7.13 Verification of Bid Proposal Contents

The content of a bid proposal submitted by a vendor is subject to verification. Misleading or inaccurate responses shall result in disqualification.

7.14 Bid Proposal Clarification Process

The DNR reserves the right to contact a vendor after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the vendor has provided goods or services to the DNR or any other political subdivision wherever located, or requests for corrective pages in the vendor's bid proposal. The DNR will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the vendor is offering to the DNR. An individual authorized to legally bind the vendor shall sign responses to any request for clarification. Responses shall be submitted to the DNR within the time specified in the DNR's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

7.15 Disposition of Bid Proposals

All proposals become the property of the DNR and shall not be returned to the vendor unless all bid proposals are rejected or the RFP is cancelled. In either event, vendors will be asked to send prepaid shipping instruments to the DNR for return of the bid proposals submitted. In the event the DNR does not receive shipping instruments, the DNR will destroy the bid proposals. Otherwise, at the conclusion of the selection process, the contents of all bid proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

7.16 Public Records and Requests for Confidential Treatment

The DNR may treat all information submitted by a vendor as public information following the conclusion of the selection process unless the vendor properly requests that information be treated as confidential at the time of submitting the bid proposal. The DNR's release of information is governed by Iowa Code chapter 22. Vendors are encouraged to familiarize

themselves with chapter 22 before submitting a proposal. The DNR will copy public records as required to comply with the public records laws.

Any request for confidential treatment of information must be included in the transmittal letter with the vendor's bid proposal. In addition, the vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by the DNR concerning the confidential status of the materials.

Any bid proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire bid proposal as confidential may be deemed non-responsive and disqualify the vendor.

If the vendor designates any portion of the RFP as confidential, the vendor must submit one copy of the bid proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 4 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.

The DNR will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction. In the event the DNR receives a request for information marked confidential, written notice shall be given to the vendor seven calendar days prior to the release of the information to allow the vendor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code. The vendor's failure to request confidential treatment of material will be deemed by the DNR as a waiver of any right to confidentiality, which the vendor may have had.

7.17 Release of Claims

By submitting a bid proposal, the vendor agrees that it will not bring any claim or cause of action against the DNR based on any misunderstanding concerning the information provided herein or concerning the DNR's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

7.18 Evaluation of Bid Proposals Submitted

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 4 of the RFP. The DNR will not necessarily award any Contract resulting from this RFP to the vendor or vendors offering the lowest cost to the DNR. Instead, the DNR will award a Contract(s) to the compliant vendor(s) whose proposals receive the most points in accordance with the evaluation criteria set forth in section 4 of this RFP, subject to approval by the Environmental Protection Commission.

7.19 Definition of Contract

The full execution of a written Contract shall constitute the making of a Contract for services and no vendor shall acquire any legal or equitable rights relative to the Contract services until the Contract has been fully executed by the successful vendor and the DNR.

7.20 Choice of Law and Forum

This RFP and the resulting Contracts are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the resulting Contracts. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

7.21 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Vendors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

7.22 No Minimum Guaranteed

The DNR anticipates that the selected vendor will provide services as requested by the DNR. The DNR will not guarantee any minimum compensation will be paid to the vendor or any minimum usage of the vendor's services.

Appendix A

Huxley Water Tower Information

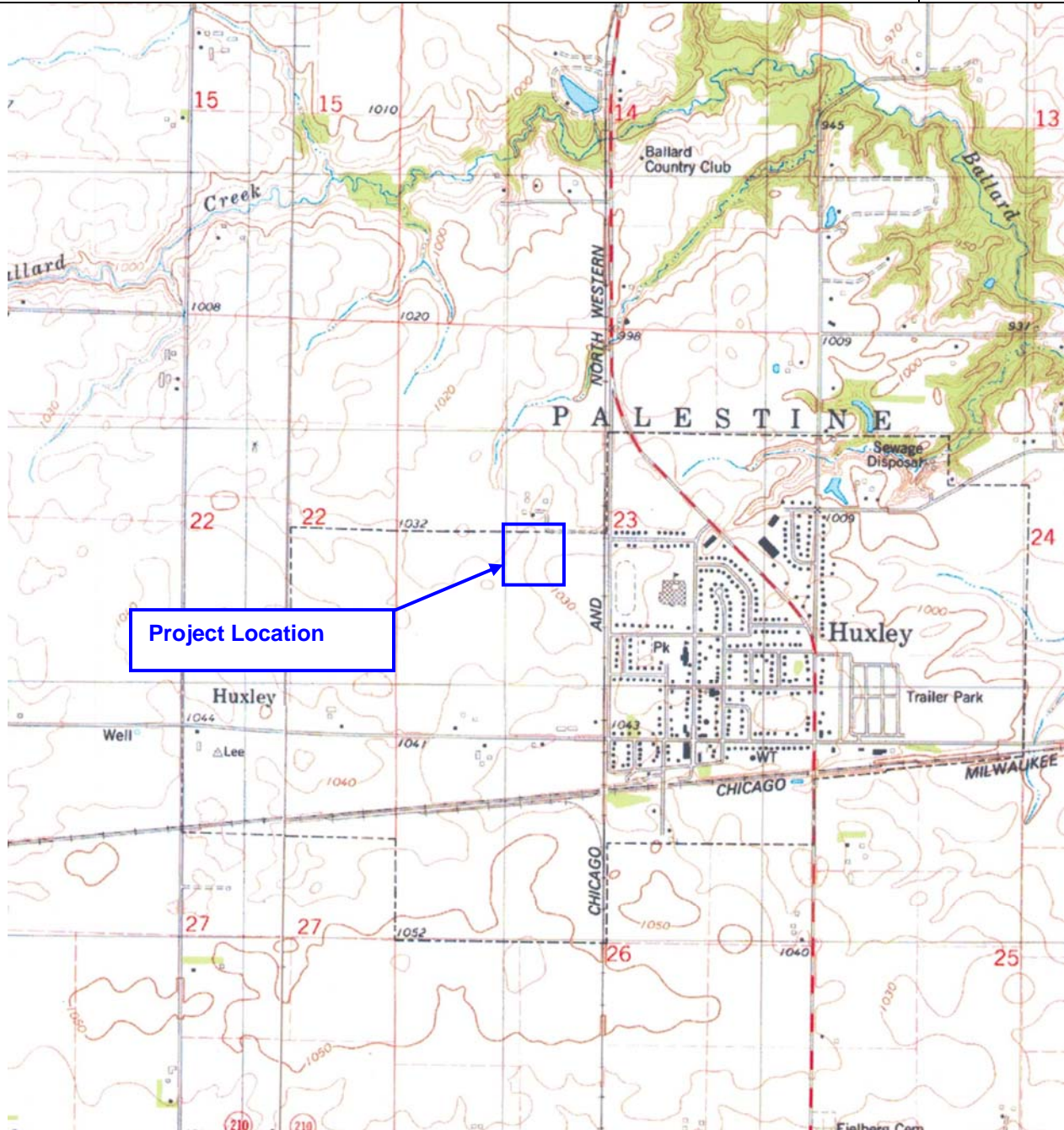
The proposed project is a new water tower for the City of Huxley. The site the City has selected is located west of Huxley. The legal description is: NW ¼ of the NE ¼ of the SW ¼ of Section 23, Township 82N, Range 24W. The area to be disturbed is approximately 8 acres. This is the Area of Potential Effect for the archeological portion of this project.

The tower will be approximately 120 feet tall. The APE for the architectural history portion of this project is a one-half mile radius of the tower site.

Huxley Quadrangle
Section: 23, Township: 82N, Range: 24W
Date: 1975
Scale: 1 Inch = 2,000 Feet



North



USGS Topographic Map

Huxley Water Tower
Huxley, Iowa

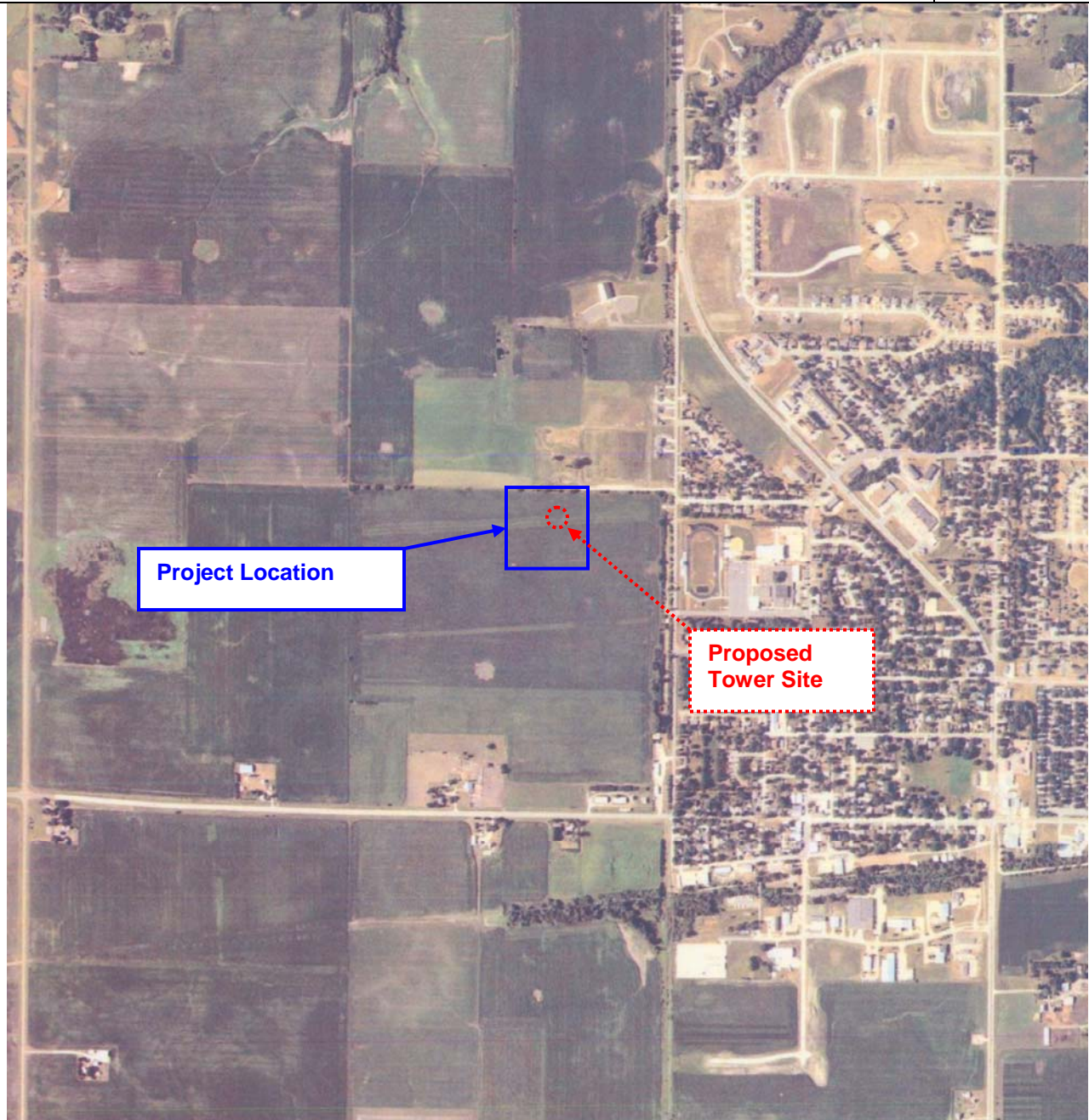


State Revolving Fund
401 SW 7th, Suite M
Des Moines, IA 50309

2005



North



Site Sketch

Huxley Water Tower
Huxley, Iowa



State Revolving Fund
401 SW 7th, Suite M
Des Moines, IA 50309

**Appendix B
Proposed Form of Contract**



CONTRACT NO. 09-7121/7154-xx

BETWEEN

IOWA DEPARTMENT OF NATURAL RESOURCES

AND

(CONTRACTOR)

This Contract for archeological and/or architectural history services between the Iowa Department of Natural Resources and (Contractor) is entered into pursuant to Iowa Code Chapter 8A (2007). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES

1.1 The Iowa Department of Natural Resources (“Department”) is authorized to enter into this Contract. Department’s address is Iowa Department of Natural Resources, 401 SW 7th Street, Suite M, Des Moines, IA 50309.

1.2 (Contractor’s Name) (“Contractor”) is a State-based for-profit corporation, and is authorized to do business in the state of Iowa. The Contractor’s address is: (Address). Principal contact is (Contact Name).

SECTION 2. PURPOSE

The parties have entered into this Contract for the purpose of defining the relationship between the DNR and the Contractor. The DNR provides environmental review services for cities and public water supplies that finance projects through the State Revolving Fund (SRF) programs. The purpose of this Contract to define the roles and responsibilities of the parties in the Contractor’s provision of archeological and/or architectural history services relating to SRF-financed water supply and wastewater construction projects. DNR is executing Contracts with Contractor and several other selected contractors to retain them to provide such services when called upon during the Contract term. As the DNR identifies a need for archeological and/or architectural history investigations for its SRF programs, the DNR will solicit Bid Proposals from Contractor and the other selected contractors to provide services with a specific scope of work. The DNR will then select the most appropriate Bid Proposal using criteria established in this Contract and will execute an addendum to the Contract with the selected contractor to provide the specific services.

SECTION 3. DURATION OF CONTRACT

The term of this Contract shall be April 1, 2009 through June 30, 2011, unless terminated earlier in accordance with the Termination section of this Contract. This contract may be renewed for up to two (2) two-year extensions at the sole discretion of the DNR.

SECTION 4. DEFINITIONS

The following words shall be defined as set forth below:

Area of Potential Effect (APE) means the geographic area(s) that are potentially impacted by the project potentially causing changes in the National Register eligibility of any Historic Properties present. This includes indirect effects as well as direct effects from construction.

Bid Proposal means the selected contractor's response to DNR's solicitation for services made pursuant to this Contract related to a specific scope of work.

Contract Addendum means the document outlining the specific work to be assigned and completed by a selected contractor.

Contract means all parts of this Contract including, without limitation and by way of example, the first portion of the Contract and the exhibits, attachments, and addenda to the Contract.

Contractor's Response to the RFP means the proposal the Contractor submitted pursuant to the RFP.

ER Specialist means an Environmental Review Specialist working with the State Revolving Fund Program.

Historic Context means a unit created for planning purposes that groups information about Historic Properties based on a shared theme, specific time period and geographical area.

Historic Property means a district, site, building, structure or object significant in American history, architecture, engineering, archeology or culture at the national, state, or local level.

Phase I Survey means a systematic, detailed examination of an area designed to gather information about Historic Properties sufficient to evaluate them against predetermined criteria of significance within specific Historic Contexts.

Phase IA Survey means an examination of all or part of an area accomplished in sufficient detail to make generalizations about the types and distributions of Historic Properties that may be present.

Principal Investigator means a representative or employee of the vendor with sufficient experience and education to meet the Secretary of the Interior's Professional Qualifications Standards for Archeology and/or Architectural History. The Principal Investigator is the individual bearing primary responsibility for all essential aspects of the work being carried out, including technical aspects and completion of survey work.

Reconnaissance Survey means a systematic examination of the APE, including both field work and background research, for the purposes of identifying previously unrecorded properties that may be eligible for listing in the National Register of Historic Places (Register), updating the existing Iowa Site Inventory files on properties within the APE as necessary, identifying which properties within the APE

should be additionally evaluated, estimating the anticipated degree and type of impact of the proposed project upon Register listed, eligible and potentially-eligible properties within the APE, and recommending possible mitigation measures to reduce or negate any projected adverse effects of the proposed project upon those properties. Iowa Site Inventory forms will be filled out by the Principal Investigator as appropriate and included as part of the final report.

RFP means all parts of Request for Proposals No. 09-7121/7154-02.

Selected Contractors means the firms with which DNR has entered into a retainer contract for archeological and architectural history services.

SHPO means the Iowa State Historic Preservation Officer.

Solicitation means DNR's request for bid proposals related to a specific scope of work, with the intent of awarding a Contract Addendum to the successful bidder.

Subcontractor means a firm with which Contractor will partner in order to provide architectural history services. Subcontractors provided for in the Contractor's Proposal to the RFP shall be approved Subcontractors, as provided for in Section 14.9 of this Contract. Subcontractors may also be submitted as part of a Bid Proposal, as defined in this Section and provided for in Section 5.6 of this Contract.

Viewshed means the geographical area in which a proposed project would be visible from ground level.

SECTION 5. SCOPE OF SERVICES

5.1 Introduction. SRF programs finance 40-50 drinking water or wastewater construction projects each year. The DNR is contracting with several qualified consultants to complete necessary archeological and/or architectural history investigations for these projects. In the past, projects have varied in size from less than an acre to more than 30 acres with an average of approximately 10 acres in area. Most projects require archeological investigations only; however a few projects require architectural history services only, or a combination of both services.

For each project, DNR's ER Specialist will determine the necessity for archeological and/or architectural history investigation, based on the type and location of project and/or SHPO recommendations. Upon determining that services are required, the ERS Coordinator will develop the specific scope of work and desired timeframe and will solicit bid proposals from the Contractor, and other selected consultants with whom the DNR may have entered into similar agreements, to conduct the required work. Information in the Bid Proposal shall include the personnel to complete the specific work, the completion date, and the cost. Each survey requires a Principal Investigator; the Principal Investigator(s) must meet the United States' Secretary of the Interior's Professional Qualifications Standards for Archeology and/or Architectural History as appropriate for the work. The DNR will then enter into a Contract Addendum to this Contract with the selected consultant to provide the specific services. The Contractor shall not be entitled for compensation for such services unless an addendum providing for specific services under this Contract is executed in written form between the DNR and the Contractor.

5.2 General Scope of Work. The purposes of the consultant's investigations accomplished pursuant to a Contract Addendum to this Contract, entered into pursuant to Section 5.6 of this Contract, will be to:

- Locate, delineate, identify, inventory and evaluate properties within designated areas of effect that are eligible for listing on the National Register of Historic Places;
- Provide the DNR with pertinent information to be used for environmental review and planning purposes in advance of actual construction or development; and
- Provide the DNR with sufficient information to enable the DNR to make a determination of effect of the proposed project on any historical properties found.

5.3 Investigations. The Contractor shall comply with the following conditions in providing investigatory work pursuant to a Contract Addendum, to this Contract:

5.3.1 Archeological Investigations

The contractor will be responsible to locate archaeological sites and describe their limits as accurately as possible using minimally invasive methods and techniques. These investigations shall conform to the guidelines detailed in the most recent issue of *Guidelines for Archaeological Investigations in Iowa*, a publication compiled by the Iowa State Historical Preservation Office. This Contract incorporates by reference this publication.

Archeological investigations contemplated under this Contract include Phase IA Surveys and Phase I Surveys. Permission from the land owner for the contractor to complete needed work will be obtained by the DNR prior to the contractor entering the property.

5.3.2 Architectural History Investigations

Architectural history investigations contemplated under this contract include Reconnaissance Surveys. Contractor will identify and photograph all man-made structures located on the project property and complete an "Iowa Site Inventory Form" on each standing structure and/or district 50 years old or older on the project property and/or within the Viewshed. These investigations will comply with the guidelines detailed in the, *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, which is incorporated by reference into this Contract.

5.4 General Scope of Services. Contractor shall maintain contact with the authorized DNR official to ensure that the investigation(s) performed pursuant to any Contract Addenda, as provided for in Section 5.6 of this Contract, are completed in a timely manner for use in environmental assessments. Contractor shall be liable for work products, reports and other activities. Contractor shall employ personnel necessary for these studies, and shall provide all services, facilities, equipment, supplies and materials required. The DNR will inform contractor of the location and nature of the proposed construction activity, the type of investigation needed, and shall furnish, when available, plans, sketches, maps, aerial photographs and other documents which describe the site for each construction project. The authorized DNR official will be responsible for scheduling all projects.

5.4.1 Archeological Investigations

The contractor shall conduct a Phase IA Survey or Phase I Survey, whichever is requested by the DNR, using minimally-invasive methods (hand auger, shovel, etc.) and according to the guidelines detailed in the *Guidelines for Archaeological Investigations in Iowa*.

5.4.2 Architectural History Investigations

The contractor shall conduct a Reconnaissance Survey according to the guidelines detailed in the, *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*. The contractor shall assume a Viewshed area of one half-mile radius from the boundaries of the project, unless otherwise specified by the authorized DNR official. If, during investigation, the contractor determines, using his/her professional judgment, that a reduced Viewshed area is appropriate given topography, density of structures, or other landscape features, the contractor will notify the authorized DNR official of the proposed Viewshed reduction. If the authorized DNR official approves, the contractor will utilize the reduced Viewshed explaining the rationale for the reduction in the final report.

5.5 Study Method. Study methods undertaken pursuant to this Contract and any Contract Addenda entered into pursuant to Section 5.6 of this Contract shall conform with either the *Guidelines for Archaeological Investigations in Iowa* for archeological surveys or the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* for architectural history surveys. If confusion arises regarding the appropriate methodology for an individual project given unusual circumstances, the contractor, in consultation with the SHPO, shall prescribe the methods to be used in the investigations; should an alteration of methods be deemed appropriate by the contractor, the contractor shall notify the authorized DNR official of said alteration prior to the completion of the final report.

5.6 Contract Addenda. If the DNR deems that an archeological or architectural history investigation is needed, the DNR will provide the specific scope of work, along with a desired timeframe for completion, to the Contractor and all other contractors under similar agreement that the DNR determines are qualified to perform the specific scope of work. Within ten (10) calendar days of receiving notification of the needed investigation, the Contractor shall provide the DNR with a Bid Proposal that includes a detailed explanation of the study methods, the specific personnel to be assigned, a proposed completion date, any additional subcontractors not previously named in the Contractor's Response to the RFP, and a cost estimate. The DNR then may select a contractor based on the following criteria: past performance; availability; project cost; any specialized experience pertinent to the specific project; and quality of previous work provided to the DNR. The contractor chosen for the work will proceed with the investigation described when a written Contract Addendum is executed by the parties. The Contract Addendum shall include: incorporation of this Contract; description of specific services required; completion date; and a "not to exceed" cost to be paid the Contractor upon submission of a complete final report, as defined in Section 5.8 of this Contract.

In the event Contractor is unable to provide a Bid Proposal to the DNR's invitation, the Contractor shall notify the DNR within ten (10) calendar days of receiving such notification of the needed investigation of its intention not to provide a Bid Proposal. The DNR may terminate this Contract and any outstanding Contract Addenda with the Contractor in the event the Contractor fails to submit a Bid Proposal for more than 25% of all invitations it receives in any 12-month time period, unless it provides this notice.

5.7 Substitution of Contractor's Assigned Personnel. If for any reason substitution of any of the individuals specified in the Contract Addendum becomes necessary, the Contractor shall provide timely written notification to the authorized DNR official. Such written notification shall include the successor's name, and a resume' of his/her qualifications. Any substitutions shall be subject to the prior approval of the authorized DNR official. Jean Krewson, Patti Cale-Finnegan, Tom Wickens, Jennifer Bunton, and Gabe Lee will be designated as the authorized DNR officials. The authorized DNR officials are responsible for scheduling investigations, providing written notice to proceed and for negotiating any changes in the terms, conditions or amounts specified in the Contract(s). Any authorized DNR official may delegate all or part of their responsibilities to another DNR employee.

5.8 Reports. A final report compiled pursuant to the execution of a Contract Addendum shall be submitted not later than sixty (60) days after receiving written notification to proceed unless a longer time

frame is negotiated between the authorized DNR official and the Contractor. The Contractor shall be required to submit three (3) copies of the final report to the DNR. This final report shall conform to the following:

5.8.1 Archeological Investigations

A technical report conforming to the *Guidelines for Archaeological Investigations in Iowa* shall be submitted for the results of the Phase IA Survey or Phase I Survey. This report must be a comprehensive technical report based upon the results of the work described above. Data description, including provenience in metrics, will be provided for use in support of both interpretations and conclusions. Professional quality line drawings of survey areas, site maps, features, profiles, and other figures are required to be included in the final report. DNR may include said reports in the official records of public hearings and other DNR documents, with the exclusions noted in the Code of Iowa Chapter 22, Section 7, Paragraph 20 regarding the nature and location of archeological resources.

For Phase I Surveys, recommendations must be included in the final report regarding the eligibility to be placed on the National Register of Historic Places (National Register) of each Historic Property located within the survey; recommendations will state whether any Historic Property found (a) is eligible for the National Register; (b) is not eligible for the National Register; or (c) needs additional testing before an assessment of eligibility can be made. For Phase IA Surveys, recommendations must be included in the final report regarding location(s) of specific areas where additional study would be advisable and a statement estimating the numbers and types of historic properties in the APE.

5.8.2 Architectural History Investigations

A technical report conforming to the guidelines detailed in the, *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, shall be submitted for the results of the Reconnaissance Survey. A description of the typical Historical Context of the Viewshed shall be included in the report. Recommendations must be included in the final report regarding the eligibility to be placed on the National Register of each Historic Property located within the survey. Recommendations will state whether each Historic Property found (a) is eligible for the National Register; (b) is not eligible for the National Register; or (c) needs additional research before an assessment of eligibility can be made.

5.9 Non-Exclusive Rights. This Contract is not exclusive. The DNR reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

5.10 Performance Measures. Performance shall be measured by the timely completion of work that adheres to the substantive and procedural requirements imposed herein, including the submission of the final report. In addition, the Contractor's performance shall be measured by timely and responsive bid proposals to invitations described in Section 5.6 of this Contract. In the event that the Contractor does not provide timely and responsive bid proposals to more than 25% of those invitations in any 12-month time period, the DNR may terminate this Contract according to Sections 7.2 and 7.4 of this Contract.

5.11 Monitoring Clause. In compliance with the State of Iowa Accountable Government Act, the Department shall monitor the performance of the Contractor monthly by logging any complaints regarding Contractor's performance and meeting with Contractor to address those complaints to make sure that Contractor is meeting the deliverables of the Contract and achieving the specified results. The

Contractor shall be required throughout the duration of the Contract to satisfactorily provide timely maintenance services in order to meet the desired outcomes.

5.12 Review Clause. The authorized DNR official shall review the final report to ensure that it complies with the requirements of this Contract. The final report must be approved by the authorized DNR official prior to release of payment.

SECTION 6. COMPENSATION

6.1 Not to Exceed Amount. The total amount of Contract Addenda provided under this Contract shall not exceed \$60,000.

6.2 Billings. Upon completion of work described under an executed Contract Addendum, the Contractor shall submit an invoice for services rendered. The Department shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514 and applicable Administrative Code. The Department may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under this Contract and/or any Contract Addenda. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract and/or any Contract Addenda.

6.3 Payment Clause. Payment shall be released upon DNR approval of the received final report as detailed in this Contract and any Contract Addenda.

6.4 Delay of Payment Due to Contractor's Failure. If the DNR in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract or by any Contract Addenda, the Contractor shall not be entitled to any compensation until such service or product is performed or delivered. In this event, the DNR may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

6.5 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any lack the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

SECTION 7. TERMINATION

7.1 Immediate Termination by the Department. The Department may terminate this Contract for any of the following reasons effective immediately without advance notice:

7.1.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

7.1.2 The Department determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;

7.1.3 The Contractor fails to comply with confidentiality laws or provisions;

7.1.4 The Contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

7.2 Termination for Cause. The occurrence of or any one or more of the following events shall constitute cause for the Department to declare the Contractor in default of its obligations under this Contract.

7.2.1 The Contractor fails to perform, to the Department's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

7.2.2 The Department determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

7.2.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;

7.2.4 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract; or

7.2.5 The Contractor has engaged in conduct that has or may expose the Department to liability, as determined in the Department's sole discretion.

7.2.6 The Contractor has infringed any patent, trademark, copyright, traddress or any other intellectual property right.

7.3 Notice of Default. If there is a default event caused by the Contractor, the Department shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Department's written notice to the Contractor. The time specified by the Department may be as little as one calendar day. If the breach or noncompliance is not remedied by the date of the written notice, the Department may either:

7.3.1 Immediately terminate the Contract without additional written notice; or,

7.3.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

7.4 Termination upon Notice. Following five days' written notice, the Department may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Department up to and including the date of termination.

7.5 Termination Due to Lack of Funds or Change in Law. The Department shall have the right to terminate this Contract without penalty by giving sixty (60) days' written notice to the Contractor as a result of any of the following:

7.5.1 Adequate funds are not appropriated or granted to allow the Department to operate as required and to fulfill its obligations under this Contract;

7.5.2 Funds are de-appropriated or not allocated or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason;

7.5.3 The Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department;

7.5.4 The Department's duties are substantially modified.

7.6 Remedies of the Contractor in Event of Termination by the Department. In the event of termination of this Contract for any reason by the Department, the Department shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which the Department is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the Department under this Contract in the event of termination.

SECTION 8. CONFIDENTIAL INFORMATION

8.1 Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the Department to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Department. The Contractor shall provide to the Department a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential data shall remain the property of the Department at all times.

8.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Department, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Department. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Department.

8.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Department and cooperate with the Department in any lawful effort to protect the confidential information.

8.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the Department any unauthorized disclosure of confidential information.

8.5 Survives Termination. The Contractor's obligation under this Contract shall survive termination of this Contract.

SECTION 9. INDEMNIFICATION

9.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State of Iowa and the Department, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Department, related to or arising from:

9.1.1 Any breach of this Contract related to the negligence by the Contractor;

9.1.2 Any negligent, intentional or wrongful act or error or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

9.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

9.1.4 Any failure by the Contractor to comply with the compliance with the Law provision of this Contract;

9.1.5 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;

9.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

9.1.7 Any failure by the Contractor to adhere to the confidentiality provisions of this Contract.

9.2 Survives Termination. Indemnification obligation of the Contractor shall survive termination of this Contract.

SECTION 10. INSURANCE

10.1 Insurance Requirements. The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Department shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

10.2 Types and Amounts of Insurance Required. Unless otherwise requested by the Department in writing, the Contractor shall cause to be issued the insurance coverage's set forth below:

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$500,000
	Product Completed Operations Aggregate	\$500,000
	Personal Injury	\$500,000
	Each Occurrence	\$500,000
Workers Compensation and Employer Liability	As required by Iowa law	As required by Iowa law
Professional Liability	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Property Damage	Each Occurrence	\$250,000
	Aggregate	\$250,000

10.3 Certificates of Coverage. All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the Department. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Department upon execution of this Contract. The certificates shall be subject to approval by the Department. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Department. Approval of the insurance certificates by the Department shall not relieve the Contractor of any obligation under this Contract.

10.4 Self-insurance by the State of Iowa. Pursuant to Iowa Code section 669, the Department and the State of Iowa are self-insured against all risks and hazards related to this contract. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this contract.

SECTION 11. BONDS

The Contractor shall not be required to post a fidelity bond in any amount for services provided pursuant to and during the term of this Contract.

SECTION 12. OWNERSHIP AND USE OF DOCUMENTS

All survey notes, sketches, tracings, plans, specifications, displays and other data prepared under this contract, both in hard copy and magnetic media, shall become the property of the Department and be delivered to the Department upon completion of the work or termination of the services of the Contractor. The Contractor may use the data gathered for further nonprofit research and for purposes of publication in scholarly journals. Other use of the data by the Contractor shall require prior written consent of the Department. DNR may include final reports in the official records of public hearings and other DNR documents, with the exclusions noted in the Code of Iowa Chapter 22, Section 7, Paragraph 20 regarding the nature and location of archeological resources.

SECTION 13. REPRESENTATIONS

13.1 Construction of Representations Expressed in this Contract with Warranties Implied by Law. All representations made by the Contractor in all provisions of this Contract and the Contractor's Proposal to the RFP, whether or not this Contract specifically denominates the Contractor's promise as a representation or whether the representation is created only by the Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Department, shall not be construed as limiting or negating any representation provided by law, including without limitation, the Contractor's duty to perform in accordance with the applicable standard of care for its professional services. The provisions of this Section apply during the term of this Contract and any extensions or renewals thereof.

13.2 Concepts, Materials, and Works Produced. Contractor represents that all the concepts, materials and Works produced, or provided to the Department pursuant to the terms of this Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and Works. The Contractor represents that the concepts, materials and Works and the Department's use of same and the exercise by the Department of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Contractor and any other materials, Works and methodologies used in connection with providing the services contemplated by this Contract.

13.3 Professional Practices. The Contractor represents that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

13.4 Conformity with Contractual Requirements. The Contractor represents that the Works will appear and operate in conformance with the terms and conditions of this Contract.

13.5 Authority to Enter into Contract. The Contractor represents that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Department.

13.6 Obligations Owed to Third Parties. The Contractor represents that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Department will not have any obligations with respect thereto.

13.7 Title to Property. The Contractor represents that title to any property assigned, conveyed or licensed to the Department is good and that transfer of title or license to the Department is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

SECTION 14. MISCELLANEOUS PROVISIONS

14.1 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any Department, division or department of the state. Neither the Contractor nor its employees shall be considered employees of the Department or the State of Iowa for federal or state tax purposes. The Department will not withhold taxes on behalf of the Contractor (unless required by law).

14.2 Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders, including any collective bargaining agreements, when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its employees, agents and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, political belief, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

14.3 Amendments. Notwithstanding Section 5.6 of this Contract, this Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

14.4 Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Department and the Contractor.

14.5 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Department or the State of Iowa.

14.8 Assignment and Delegation. This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

14.9 Use of Third Parties. The Department acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. All subcontracts shall be subject to prior approval by the Department. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors. The Department shall have the right to request the removal of a subcontractor from the Contract for good cause.

14.10 Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

14.11 Headings or Captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

14.12 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

14.13 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

14.14 Supersedes Former Contracts or Agreements. This Contract supersedes all prior Contracts or Agreements between the Department and the Contractor for the services provided in connection with this Contract.

14.15 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

14. Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the Department: Department of Natural Resources
 401 SW 7th Street, Suite M
 Des Moines, IA 50309
 Attention: Patricia Cale-Finnegan

If to the Contractor: Contractor, as included in Section 1 of this Contract.

From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

14.17 Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

14.18 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

14.19 Authorization. Each party to this Contract represents to the other parties that:

14.19.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

14.19.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

14.20 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

14.21 Record Retention and Access. The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the Department throughout the term of this Contract for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

14.22 Solicitation. The Contractor warrants that no person or selling Department has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

14.23 Obligations Beyond Contract Term. This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Department and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

14.24 Counterparts. The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

14.25 Additional Provisions. The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

14.26 Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

14.27 Delay or Impossibility of Performance. The Contractor shall not be in default under this Contract if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of this Contract.

14.28 Suspension and Debarment. The Contractor certifies that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or Department.

14.29 Incorporation of Documents. The RFP, and amendments and written responses to bidders' questions (collectively RFP) and the Contractor's Proposal to the RFP, form the Contract between the Contractor and the Department and are incorporated herein by reference. The parties are obligated to perform all services described in the RFP and Proposal unless the Contract specifically directs otherwise.

14.30 Information Technology Security. The Contractor and all Contractor personnel shall comply with Iowa information technology security statutes, rules and policies. By signing this contract, the Contractor acknowledges that the Contractor has read and understands the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS) and Department in effect on the date of signing. The Contractor further agrees to read and abide by any revised DAS and Department policies, posted on the respective agency websites, that come into effect during the term of this Contract.

14.31 Non-Supplanting Requirements. To the extent required by state or federal law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.

14.32 Certification Regarding Sales and Use Tax. By executing this Contract, the Contractor certifies that it is either (a) registered with the Iowa Department of Revenue, collects, and remits sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Contractor also acknowledges that the Department may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

14.33 Taxes. The State is exempt from Federal excise taxes, and no payment will be made for any taxes levies on Contractor's employees' wages. The State is exempt from State and local sales and use taxes on the Deliverables.

14.34 Compliance with Iowa Code Chapter 8F. If the Contract is subject to the provisions of Iowa Code chapter 8F, the Contract shall comply with the Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Department.

14.35 Immunity from Liability. Every person who is a party to the Contract is hereby notified and agrees that the State, the Department and all of their employees, agents, successors, and assigns are immune from liability and suit for of from Contractor's and/or subcontractors' activities involving third parties arising from the Contract.

14.36 Conflict of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct and indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed. During the term of this Contract, Contractor shall not provide services that would create a conflict of interest with the Contractor's duties set out in this Contract. In determining whether a particular activity creates an unacceptable conflict of interest, situations in which an unacceptable conflict shall be deemed to exist shall include, but not to be limited to, any of the following:

- 14.36.1 The activity involves the use of the state's or DNR's time, facilities, equipment, and supplies or other evidences of employment for purposes other than the performance of Contractor's obligations under this Contract.
- 14.36.2 The activity involves the receipt of, promise of, or acceptance of money or other consideration by Contractor from anyone other than the state or DNR for the performance of any acts that Contractor is required or expected to perform as a part of Contractor's performance under this Contract.
- 14.36.3 The outside employment or activity is subject to the official control, inspection, review, audit, or enforcement authority of DNR.

If the activity creating a conflict of interest is in progress when the term of this Contract begins or is described in paragraph 14.36.1 or 14.36.2 above, then Contractor shall immediately cease the activity. During the term of this Contract, Contractor shall not enter into any activity described in paragraph 14.36.3 or which constitutes any other unacceptable conflict of interest. Contractor shall immediately disclose to DNR the existence of any conflict of interest, including conflicts of interest which are described in paragraph 14.36.3 and are in progress when the term of this Contract begins.

SECTION 15. EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

**IOWA DEPARTMENT OF NATURAL
RESOURCES**

By:

Date: _____

(CONTRACTOR)

By:

Date: _____

Appendix C
Example Contract Addendum

Addendum # ____ to Contract # _____

Print Form

Authorized DNR Official: Jean Krewson

Specific Scope: A Phase I Archeological survey for a new water tower near Huxley, IA. A Reconnaissance architectural history survey also requested. The area for the archeological APE is 8.0 acres.

Specific Location: This project is located in Story County, in Sections 23, Township 82N, Range 24W. An attached map and drawings indicate the Area of Potential Effect (APE).

Additional Provisions:

Not to Exceed Cost Based on Contracted Hourly Rates:

Date of Completion:

Primary Investigator(s) Assigned:

Project Manager Assigned:

IN WITNESS WHEREOF, in consideration of the existing Contract between the parties, the parties hereby have entered into the above Addendum and have caused their duly authorized representatives to execute this Addendum.

NAME OF THE DNR

Signature: _____

By: Liz Christiansen, Deputy Director, Iowa Department of Natural Resources _____

Date: _____

NAME OF THE CONTRACTOR

Signature: _____

By _____

Date: _____

Federal Tax Identification Number: _____